

UNITED STATES DISTRICT COURT      **JS-6 / REMAND**  
CENTRAL DISTRICT OF CALIFORNIA  
CIVIL MINUTES—GENERAL

Case No. **CV 22-2771-DMG (PLAx)** Date July 27, 2022

Title ***John Ward v. Ford Motor Company*** Page 1 of 1

Present: The Honorable **DOLLY M. GEE, UNITED STATES DISTRICT JUDGE**

KANE TIEN  
Deputy Clerk

NOT REPORTED  
Court Reporter

Attorneys Present for Plaintiff(s)  
None Present

Attorneys Present for Defendant(s)  
None Present

**Proceedings: IN CHAMBERS—ORDER RE PLAINTIFF’S MOTION TO REMAND [13]**

In two separate Orders, the Court explained why Defendant Ford Motor Company’s (“Ford”) removal of this action was untimely. [Doc. ## 9, 11.] In its May 19, 2022 Order, however, the Court noted that it could not *sua sponte* remand the case back to the Los Angeles County Superior Court because the timeliness of a removal is a waivable procedural defect. [Doc. # 11.] As a result, Plaintiff John Ward filed a motion to remand (“MTR”) within the timeframe for doing so under 28 U.S.C. section 1447(c). [Doc. # 13.] Plaintiff also moved for leave to amend his Complaint to add an additional Defendant. *Id.*

For the reasons already explained in its May 6 and May 19, 2022 Orders, Plaintiff’s MTR is **GRANTED**.<sup>1</sup> The Court **REMANDS** this action to the Los Angeles County Superior Court. Plaintiff’s motion for leave to amend is **DENIED as moot**, without prejudice to renewal in state court. The August 5, 2022 hearing is **VACATED**.

**IT IS SO ORDERED.**

<sup>1</sup> Ford’s citation to this Court’s recent Order denying a motion to remand in *Cuevas v. Ford Motor Co.*, No. CV 22-1520-DMG (MAAx), 2022 WL 1487178 (C.D. Cal. May 11, 2022), is unavailing. That case involved a lease agreement, which is distinguishable. *Id.* at \*2 (“[A] lease situation differs from a purchase inasmuch as the actual amount paid on the lease and the mileage offset could vary widely depending on the terms of the lease, the time elapsed on the lease, and how much Plaintiff drove the car.”).